

BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**JUNE 25, 2015
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

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AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR BIDS FOR HVAC AND PLUMBING CONTRACTING SERVICES NEEDED FOR THE UV DISINFECTION PROJECT. Tallarino

RES. NO. 149

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7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 148

AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR BIDS
FOR HVAC AND PLUMBING CONTRACTING SERVICES NEEDED
FOR THE UV DISINFECTION PROJECT

By _____:

WHEREAS, pursuant to Resolution No. 101, adopted on April 23, 2015, whereby the City of Rome was authorized to advertise for bids for the UV Disinfection Project at the Frank Clark Water Filtration Plant; and

WHEREAS, there were no bids received for the HVAC and plumbing services associated with the above referenced project;

BE IT RESOLVED, by the Board of Estimate and Contract for the City of Rome, New York, that the City Clerk be and is hereby authorized and directed to advertise for bids for the UV Disinfection Facility at the Frank Clark Water Filtration Plant for HVAC and plumbing services; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st Floor, Rome City Hall, no later than 3:00 p.m. on July 23, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 149

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH PLUMLEY ENGINEERING

By _____;

WHEREAS, Jake DiBari, Director of the Department of Community and Economic Development, for the City of Rome, has recommended that the City of Rome, New York, retain the services of Plumley Engineering and/or any subsidiaries, affiliates and related entities controlled or owned by Plumley Engineering, to complete an engineering and feasibility study related to a 2015 CFA grant application, at a total amount not to exceed \$14,400.00 with a contract term effective upon execution, and to expire upon the completion of the work required; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Plumley Engineering, to complete an engineering and feasibility study related to a 2015 CFA grant application, at a total amount not to exceed \$14,400.00 with a contract term effective upon execution, and to expire upon the completion of the work required, pursuant to the attached proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

PLUMLEY

ENGINEERING

Civil and Environmental Engineering

May 22, 2015

*** VIA EMAIL: mandrews@romecitygov.com ***

Mr. Matthew Andrews
Planning Coordinator
CITY OF ROME
Department of Community and Economic Development
198 North Washington Street
Rome, New York 13440

RE: EFC Feasibility Study
Mill Street Parking Lot
City of Rome, Oneida County, New York
Project No. 2015.0P/063

Dear Mr. Andrews:

We are pleased to provide you with our proposal for assisting with obtaining funding from the New York State Environmental Facilities Corporation (EFC) for the proposed green infrastructure project located along Mill Street in the City of Rome. The anticipated services are based on our correspondence with you, the *Required Documentation Guidance* from the EFC, and our experience with similar projects.

SCOPE OF WORK

Plumley Engineering will prepare the documents identified in the EFC's *Required Documentation Guidance* as part of the application process. The following tasks are included within our scope of work.

8232 LOOP ROAD, BALDWINVILLE, NY 13027
Telephone: (315) 638-8587 Fax: (315) 638-9740

200 NORTH GEORGE STREET, ROME, NY 13440
Telephone: (315) 281-1005 Fax: (315) 334-4394

Internet: www.plumleyeng.com

Geotechnical Site Investigation

We propose the completion of five 10-foot deep soil borings to determine existing soil conditions and verify factors that may limit development, such as shallow bedrock depths. A drilling company will be contracted to complete the borings. Samples will be collected following American Society for Testing and Materials (ASTM) standard soil sampling protocols.

Infiltration testing in accordance with Appendix D of the New York State Stormwater Design Manual will also be completed during soil boring operations. Results of the soil boring operations and infiltration testing will be included in both the Feasibility Study and the Existing Conditions Plan.

Geophysical Site Survey

A geophysical survey will be performed using 400 megahertz (MHz) equipment to determine whether any underground storage tanks (USTs) exist on the site. Results of the geophysical survey will be included in the Feasibility Study.

Feasibility Study

We will prepare a report, including the elements identified and required by the EFC for a Feasibility Study and addressing the following items:

- Cover page identifying the project title, owner and other pertinent information.
- Executive Summary describing the project's purpose.
- Identification of the project objective(s) (i.e. what will be achieved by completing the project).

- Documentation and description of existing conditions. This portion will include completion of the soil borings and a geophysical survey to develop an understanding of the current onsite subsurface conditions.
- Project Description, to include a narrative identifying viable green infrastructure options and an estimate for the water quality volume (WQv) that will be managed through green infrastructure technologies.
- Proposed Project Schedule showing project completion less than two years from the anticipated execution date of the funding agreement.
- List of anticipated regulatory approvals and permits.
- Project Cost Estimate identifying costs for all facets of the project.

The Feasibility Study will also include several site photographs that accurately display current site conditions.

Existing Conditions Plan

We will prepare an Existing Conditions Plan containing information relevant to the completion of the project, including identifying existing site features and stormwater flow paths. The Plan will also include the soil boring locations.

Conceptual Site Plan

We will prepare a Conceptual Site Plan identifying proposed improvements and the locations for green infrastructure technologies to be implemented as part of the project, based on input from the City. The Plan will also include other proposed site features and grading.

Mr. Matthew Andrews
May 22, 2015
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COST ESTIMATE

The EFC documentation package, including all items listed above, can be completed for a total estimated cost of \$14,400. This cost is further broken down as follows:

Soil Boring Program	\$ 3,900
Geophysical Survey.....	\$ 4,000
Feasibility Study and Plans.....	\$ 6,500
TOTAL ESTIMATED PROJECT COST	\$14,400

EXCLUSIONS

The following items are not included in our scope of work. A price can be provided for completion of these items, if requested.

- Phase I Environmental Site Assessment (ESA)
- Boundary or Site Survey
- Water Quality/Water Quantity Monitoring

TERMS

The work will be completed on an *hourly not to exceed basis* without prior written authorization from you. Payment for services shall be in accordance with our *Standard Terms and Conditions*, attached.

Mr. Matthew Andrews
May 22, 2015
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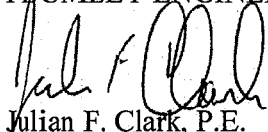
Unanticipated services and requested additional services (beyond the scope of work) will be billed at an hourly rate per our *Standard Terms and Conditions*, pending your written approval.

If this proposal is acceptable to you, we will provide a formal agreement for signature and the proposal and *Standard Terms and Conditions* will become part of said agreement.

Please review this information and contact us if you have any questions. Thank you for the opportunity to be of service.

Sincerely,

PLUMLEY ENGINEERING, P.C.



Julian F. Clark, P.E.

JFC/MGT/cas
Attachment

PLUMLEY

ENGINEERING

STANDARD TERMS AND CONDITIONS

Effective January 1, 2013

1. LABOR BILLING RATES

Principal	\$185.00 per hour
Environmental Managing Engineer	\$175.00 per hour
Civil Managing Engineer	\$160.00 per hour
Senior Engineer	\$145.00 per hour
Senior Geologist	\$145.00 per hour
Project Engineer or Project Geologist	\$135.00 per hour
Staff Engineer or Staff Geologist	\$105.00 per hour
Senior Technician	\$ 92.00 per hour
Geographic Information Specialist	\$ 88.00 per hour
Technician	\$ 75.00 per hour
Assistant Technician	\$ 65.00 per hour
Administrative Assistant/Clerical	\$ 59.00 per hour
CADD Designer	\$ 75.00 per hour
Senior CADD Drafter	\$ 65.00 per hour
CADD Drafter	\$ 60.00 per hour
CADD Plots	\$ 1.00 per sq.ft.
Digital Copies (Large Format)	\$ 10.00 each

2. EQUIPMENT/MISCELLANEOUS CHARGES

Equipment Van Usage	\$ 0.75 per mile
Photoionization Detector (PID)	\$ 75.00 per day
Trimble GPS Unit	\$ 75.00 per day
Sampling Pump and Supplies	\$125.00 per day
Water Quality Meters (Field)	\$ 50.00 per day
Data Logger with Pressure Transducers	\$150.00 per day or \$450.00 per week
Additional Pressure Transducers	\$ 25.00 per day or \$ 75.00 per week
Pipe/Cable Locator	\$ 50.00 per day
Water Level Meter	\$ 30.00 per day
Pump/Accessories	\$100.00 to \$200.00 per day
Geophysical Equipment	[Quoted by job]

All of the above equipment carries a minimum half day charge.

STANDARD TERMS AND CONDITIONS

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3. SUBCONTRACTORS AND SUBCONSULTANTS

Subcontractors and subconsultants supervised by and billed through our office will be invoiced at our cost plus 15%.

4. TRAVEL

Travel time plus the IRS standard mileage reimbursement rate (per mile) will be charged portal-to-portal. If overnight stay is required, the hotel will be billed at our cost plus 10% and a \$40.00 per day meal charge will be billed for each overnight stay.

5. EXPENSES

Any out-of-pocket expenses incurred for the job will be billed at our cost plus 15%. All other overhead is included in the above rates.

6. TERMS

Invoices will be mailed at the beginning of each calendar month for the previous month's work. Payment is expected within 30 days unless prior arrangements are made. All accounts 30 days past due will be charged 1% interest per month. All projects will require a retainer to begin work unless prior arrangements are made. The retainer will be applied at the completion of the project.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished by Plumley Engineering under this Agreement will be the skill and care ordinarily used by members of Plumley Engineering's profession performing similar services and practicing under similar circumstances at the same time and in the same locality. Plumley Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with Plumley Engineering's services.

8. COMPENSATION

For the scope of services stated, the Client agrees to pay Plumley Engineering the compensation stated in this Agreement. Plumley Engineering agrees to submit invoices monthly for services rendered and the Client agrees to submit payment to Plumley Engineering within 30 calendar days of the Client's receipt of invoice. If the Client does not pay an invoice within thirty (30) days of receipt, Plumley Engineering may, upon written notice to the Client, suspend further work until payments are brought current. The Client

STANDARD TERMS AND CONDITIONS

Page 3

agrees to indemnify and hold Plumley Engineering harmless from any claim or liability resulting from such suspension.

In the event that it is necessary for Plumley Engineering to bring suit to enforce any provision of these Standard Terms and Conditions, including the collection of any payment due, Plumley Engineering shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys fees and the costs of appeals or bankruptcy proceedings.

9. INDEMNIFICATION

The Client and Plumley Engineering each agree to indemnify and hold the other harmless, and their respective officers, employees and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Plumley Engineering, they shall be borne by each party in proportion to its negligence.

10. AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of Plumley Engineering and Plumley Engineering's officers, directors, employees, agents, and consultants to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Plumley Engineering's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by Plumley Engineering under this Agreement, or the total amount of \$2,000,000, whichever is greater.

11. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Plumley Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond Plumley Engineering's reasonable control occur, the Client agrees that Plumley Engineering shall not be responsible for damages, nor shall Plumley Engineering be deemed in default of this Agreement.

12. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the Client and Plumley Engineering agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other Party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

13. TERMINATION OF CONTRACT

The Client may terminate this Agreement with seven days prior written notice to Plumley Engineering for convenience or cause. Plumley Engineering may terminate this Agreement for cause with seven days prior written notice to the Client. Failure of the Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Plumley Engineering has been paid in full all amounts due for services, expenses and other related charges.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Plumley Engineering's scope of services does not include any services related to the handling at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. The Client acknowledges that Plumley Engineering is performing professional services for the Client and Plumley Engineering is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

15. SUBSURFACE EXPLORATIONS AND UTILITY CLEARANCE

Plumley Engineering will notify Dig Safely New York, formerly the Underground Facilities Protective Organization (UFPO). Plumley Engineering will seek to locate subterranean structures in the vicinity of proposed subsurface excavation at the site using plans or information about the site provided by the Client. Plumley Engineering will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition if not called to Plumley Engineering's attention

prior to commencement of the work or which is not shown, or accurately located, on any plans furnished to Plumley Engineering by the Client.

16. OWNERSHIP OF DOCUMENTS

All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared or furnished by Plumley Engineering pursuant to this Agreement are instruments of Plumley Engineering's professional service, and Plumley Engineering shall retain all ownership and property interest therein. Plumley Engineering grants the Client a license to use instruments of Plumley Engineering's professional service solely for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client, without Plumley Engineering's written permission, shall be at the Client's sole risk and without liability to Plumley Engineering or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors, and the Client agrees to defend, indemnify and hold Plumley Engineering harmless from all costs, fees, losses, demands, liabilities, suits, actions, claims, damages and expenses, including attorneys' fees, whatsoever arising out of such reuse or modification by the Client or by others acting through the Client.

17. CONSTRUCTION PHASE SERVICES

If Plumley Engineering performs any services during the construction phase of the project, Plumley Engineering shall not supervise, direct or have control over the Contractor's work. Plumley Engineering shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Plumley Engineering does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

18. OPINION OF PROBABLE COSTS

When required as part of its work, Plumley Engineering will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Plumley Engineering hereunder will be made on the basis of Plumley Engineering's experience and qualifications and will represent Plumley Engineering's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Plumley Engineering does not have control over the cost of labor, material, equipment

or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

19. INFORMATION RELIANCE

Plumley Engineering shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

20. CERTIFICATIONS

Plumley Engineering shall not be required to sign any documents, no matter by whom requested, that would result in Plumley Engineering's having to certify, guaranty or warrant the existence of conditions that Plumley Engineering cannot ascertain.

21. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Plumley Engineering. Plumley Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Plumley Engineering because of this Agreement or Plumley Engineering's performance of services hereunder.

22. CONSEQUENTIAL DAMAGES

Neither the Client nor Plumley Engineering shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

23. GOVERNING LAW

The laws of the state in which Plumley Engineering's office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

RESOLUTION NO. 150

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR
BIDS FOR PROFESSIONAL LAWN MAINTENANCE AND/OR
BUILDING MAINTENANCE FOR PARK DRIVE ESTATES

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for the lawn maintenance and/or building maintenance for Park Drive Estates; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 9, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 151

AUTHORIZING THE DELETION OF ONE POSITION OF ACCOUNTING TECHNICIAN
AND THE CREATION OF ONE POSITION OF SENIOR ACCOUNT CLERK
WITHIN THE OFFICE OF THE CITY TREASURER

By _____:

WHEREAS, it is the recommendation of David C. Nolan, Treasurer for the City of Rome, that one (1) position of Accounting Technician be deleted and the creation of one (1) position of Senior Account Clerk occur within the Office of the City Treasurer, retro-active to January 1, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Accounting Technician be deleted and the creation of one (1) position of Senior Account Clerk occur within the Office of the City Treasurer, retro-active to January 1, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 152

AUTHORIZING THE DELETION OF ONE POSITION OF SENIOR ACCOUNT CLERK
AND THE CREATION OF ONE POSITION OF FINANCE CLERK WITHIN
THE OFFICE OF THE CITY TREASURER

By _____:

WHEREAS, it is the recommendation of David C. Nolan, Treasurer for the City of Rome, that one (1) position of Senior Account Clerk be deleted and the creation of one (1) position of Finance Clerk occur within the Office of the City Treasurer, retro-active to June 15, 2015; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that one (1) position of Senior Account Clerk be deleted and the creation of one (1) position of Finance Clerk occur within the Office of the City Treasurer, retro-active to June 15, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 153

AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-MUNICIPAL
AGREEMENT WITH ONEIDA COUNTY

By _____:

WHEREAS, the County of Oneida and the City of Rome share valuable resources, scenic routes and destinations that have the potential to attract visitors to the County; and

WHEREAS, the County of Oneida and the City of Rome share a common interest in developing tourism with the goal of promoting economic development and commercial revitalization; and

WHEREAS, the County of Oneida and the City of Rome recognize the value in joining forces on projects and programs, such as signage and tourism infrastructure, that will increase public awareness of, improve access to and increase use of the resources available to local citizens and visitors; and

WHEREAS, Anthony Picente, Oneida County Executive, has committed to making a one- time payment of \$350,000.00 to the City of Rome, New York to assist in their joint efforts of promoting economic development and commercial revitalization; and

WHEREAS, Joseph R. Fusco, Jr., Mayor of the City of Rome, New York has recommended that the City of Rome enter into an inter-municipal agreement relative to the Bellamy Park Welcome Center, and wishes to graciously embrace, thank and accept the joint efforts offered by Oneida County; and

WHEREAS, the City of Rome greatly appreciates the above referenced payment along with strategic efforts put forth— as well as the investment into the City's economic development, commercial revitalization and future made by Oneida County and County Executive, Anthony Picente; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an inter-municipal agreement with the Oneida County, relative to the Bellamy Park Welcome Center, pursuant to the terms more specifically defined in the attached "Partners in Prosperity" Agreement, which is made part of this Resolution; and

BE IT FURTHER RESOLVED, the Board of Estimate and Contract expresses appreciation to County Executive Anthony Picente and the County of Oneida.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

PARTNERS IN PROSPERITY AGREEMENT

THIS AGREEMENT, made the day of , 2015, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the CITY OF ROME, a municipal corporation, having its office and principal place of business at 198 N. Washington Street, Rome, New York 13440, hereinafter referred to as the CITY.

WHEREAS, the County and the City share valuable resources, scenic routes and destinations that have the potential to attract visitors to the County, and

WHEREAS, the County and the City share a common interest in developing tourism with the goal of promoting economic development and commercial revitalization, and

WHEREAS, the County and the City recognize the value in joining forces on projects and programs, such as signage and tourism infrastructure, that will increase public awareness of, improve access to and increase use of the resources available to local citizens and visitors,

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, the parties hereto hereby agree as follows:

- 1.) The City of Rome shall construct a waterfront "Welcome Center" at Bellamy Harbor Park, located on the east side of Mill Street along the Barge Canal in the City of Rome.
- 2.) The Welcome Center shall consist of a public shelter structure with public ADA compliant men's and women's restrooms, public water fountains, open space shelter, regional maps, signage for local points of interest and a bicycle repair station.
- 3.) The City shall provide all maintenance to the Welcome Center, including but not limited to, inspection and monitoring, mowing, litter removal, surface maintenance year-round, sign maintenance and repair.

- 4.) The County shall make a one-time payment to the City in the amount of Three Hundred Fifty Thousand and No/100ths Dollars (\$350,000.00) within 30 days of submission by the City of the agreement to construct the Welcome Center.
- 5.) This Agreement shall be effective upon the later to occur of (i) its approval by the Oneida County Legislature or (ii) its approval by Rome City Council.
- 6.) This Agreement may not be modified or amended except by a writing of equal formality signed by both parties.

County of Oneida

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

City of Rome

By: _____
Joseph R. Fusco, Jr.
Mayor

Approved as to Form

Peter M. Rayhill

RESOLUTION NO. 154

AUTHORIZING THE MAYOR OF THE CITY OF ROME
TO ENTER INTO AN AGREEMENT WITH MINDSEEKER, INC.

By _____:

WHEREAS, Midseeker, Inc., is a professional recruitment and employee search firm, which has considerable experience in finding and placing talented employees for their clients; and

WHEREAS, David Nolan, Treasurer for the City of Rome, has recommended that the City of Rome, New York, enter into an agreement with Mindseeker, Inc., to hire for the new position of Buyer in the City of Rome; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Mindseeker, Inc., to hire for the new position of Buyer in the City of Rome, pursuant to their attached Fixed Fee Services Agreement, which is attached and made part of this Resolution, by which Mindseeker, Inc. shall be paid the equivalent of 10% of the position's base salary for the first year of employment.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



Fixed Fee Services Agreement

Mindseeker, Inc. and City of Rome, NY hereinafter referred to as "Client", for mutual and valuable and sufficient consideration hereby acknowledged, agree as follows:

1. If a candidate is hired by Client as a result of Mindseeker's introduction, Client agrees to pay a placement fee amounting to a sum equivalent to 10 % of the base salary expected to be paid during the first year.
2. Client agrees that the fee will be paid in full, within 45 calendar days following a placed candidate's first day of employment or the guarantee period does not apply.
3. If a placed candidate's employment terminates during the first 90 calendar days of employment for reasons other than adverse business conditions or the financial condition of Client, Mindseeker will either replace the candidate or refund to Client 100% of the placement fee.
4. All resumes will be directed to appropriate points of contact as designated by Client. Candidate referrals (sent via U.S. Mail, Electronic Mail, or Facsimile) by Mindseeker to Client will supersede all subsequent referrals of that candidate by any other source for a period of one year.
5. Resumes submitted to Client by Mindseeker contain information furnished by individual candidates. Client acknowledges that this information has not been independently verified by Mindseeker. All final reference checks and other background information verifications are the responsibility of Client. Mindseeker makes no warranties, express or implied, about the candidate's credentials, fitness for employment with the Client, immigration status or the accuracy of the candidate's resume.
6. Mindseeker will conduct its activities in accordance with all applicable Equal Employment Opportunity requirements to refer candidates without regard to race, color, religion, creed, national origin, sex, age, ancestry, marital status, disability, or status as a veteran. It is the policy of Mindseeker to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA).
7. This Agreement may be terminated at any time and for any reason by either party upon thirty days, or greater, written notice. This agreement will be considered active for a period of six months and can be renewed at the discretion of both parties at any time after the six months.
8. Mindseeker is an independent contractor. Client shall not have any control over the manner or means by which Mindseeker performs its functions. Similarly, Client

Fixed Fee Services Agreement

agrees that Mindseeker is not the employer or joint employer of any candidates referred to or hired by Client. The Client has sole responsibility for all federal, state and local income taxes for monies paid to the candidate. Mindseeker is not responsible for withholding any such taxes on behalf of the Client. Client has no authority to use candidate information provided by Mindseeker for proposal efforts or contract bidding without the written consent of Mindseeker.

9. This Agreement shall be deemed to have been entered into in Fairfax County, Virginia. Its terms shall be interpreted in accordance with the laws of the Commonwealth of Virginia and the parties agree that the appropriate venue for any proceedings with respect to the interpretation, application or enforcement of this Agreement shall be in Fairfax County, Virginia courts or the U.S. District Court located in Alexandria, Virginia. In the event of any dispute, Mindseeker commits to pursue all good faith efforts to resolve said dispute. If the dispute cannot be resolved, Client agrees that if it is found in default of this Agreement by a Court in Virginia, it will pay, all damages awarded by the Court or jury.
10. This document contains the entire Agreement between Mindseeker and Client and supersedes any and all other agreements, either oral or written between the parties. No employee or agents of the parties shall have the power or authority to add to, vary, or delete any provisions hereof by oral agreement, statement, or representation. This Agreement is non-exclusive. Any changes to this Agreement must be in writing and signed by both parties. Mindseeker's waiver of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. If any term or condition of this agreement is deemed unlawful, void or unenforceable by a court of competent jurisdiction, the balance of the agreement shall remain in full force and effect.

City of Rome, NY

Mindseeker, Inc.

Name: _____

Name: Tom Lamendola

Signature: _____

Signature: *Thomas J. Lamendola*

Title: _____

Title: Director

Date: _____

Date:

RESOLUTION NO. 155

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH REGARD TO PROPERTY
LOCATED AT 105 WHITTIER AVENUE, NEW YORK

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 105 Whittier Avenue (Tax Map No. 224.018-0001-013) with Jerry Howard for the rehabilitation of said property located at 105 Whittier Avenue (Tax Map No. 224.018-0001-013); and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 105 Whittier Avenue (Tax Map No. 224.018-0001-013), in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Three Thousand and 00/100 Dollars (\$3,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the properties and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 156

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF
CITY OWNED PROPERTY LOCATED ON 602 LAWRENCE STREET

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

TAX MAP NO. 242.082-0001-013

PROPERTY ADDRESS: 602 Lawrence Street

CONSIDERATION: \$900.00

BUYER: James DiCastro

EXHIBIT "A"

RESOLUTION NO. 157

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PROPERTY LOCATED ON 302 JANE STREET

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

TAX MAP NO. 242.082-0001-012

PROPERTY ADDRESS: 307 Jane Street

CONSIDERATION: \$800.00

BUYER: James DiCastro

EXHIBIT "A"

RESOLUTION NO. 158

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PROPERTY LOCATED ON 108-112 DAVIS AVENUE

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, as a result of tax sale, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer; and

WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey certain parcels of land with the buyer listed in Exhibit A for the sale of the real property listed in Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the real property listed in Exhibit A to the buyer listed in Exhibit A for the monetary consideration listed in Exhibit A, said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED: DEFEATED:

TAX MAP NO. 242.082-0001-017

PROPERTY ADDRESS: 108-112 Davis Avenue

CONSIDERATION: \$600.00

BUYER: James DiCastro

EXHIBIT "A"

RESOLUTION NO. 159

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1930.450	Special Items: Judgements & Claims	\$75,000.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG8020.418	CED: Contract Services	\$75,000.00

REASON: Pay for MPW Marketing LLC contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 160

AUTHORIZING REIMBURSEMENT TO BERNADINE FARONI
FOR PAYMENT OF A CLAIM

By _____:

WHEREAS, Bernadine Faroni, residing at 831 W. Dominick Street, filed a notice of claim with the City of Rome, New York on April 27, 2015, for property damage allegedly incurred on April 4, 2015; and

WHEREAS, Bernadine Faroni has accepted the settlement offer by the City of Rome in the amount of Two Thousand Four Hundred Fifty Seven and 25/100 Dollars (\$2,457.25) in full settlement of the claim against the City of Rome; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that it does hereby authorize the Corporation Counsel of the City of Rome to settle the claim of Bernadine Faroni against the City of Rome for the total amount of Two Thousand Four Hundred Fifty Seven and 25/100 Dollars (\$2,457.25); and

BE IT FURTHER RESOLVED, that the Corporation Counsel is hereby authorized to affect such settlement upon receipt of an executed general release and stipulation discontinuing action from the aforesaid claimant; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is further authorized to draft and execute such other and further documentation as may be necessary to affect such settlement.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:

RESOLUTION NO. 161

AUTHORIZING AN EXTENSION OF AN AGREEMENT WITH ROY TEITSWORTH, INC.

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, by Resolution No. 118 adopted May 15, 2015, authorized the Mayor of the City of Rome to enter into an agreement with Roy Teitsworth, Inc., for live internet and internet auctions for a contract period of one (1) year with (2) two one year extensions upon mutual agreement of the parties; and

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, has advised the Board of Estimate and Contract that it would be in the City's best interests to extend the original contract for an additional one-year period; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to extend the contract for one (1) year, with Roy Teitsworth, Inc., for live internet and internet auctions.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED: